

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NAJIBA HAFEZZADA	:
15723 Mansel Avenue	:
Apt. 4	:
Lawndale, CA 90260	:
Plaintiff	:
	:
v.	:
	:
THE PRUDENTIAL INSURANCE	:
COMPANY OF AMERICA	:
1936 Cottman Avenue	:
Philadelphia, PA 19111	:
Defendant	: NO.:

COMPLAINT

NOW COMES, the Plaintiff, Najiba Hafezzada, by and through her Counsel, Pond, Lehocky, Giordano, LLP, and hereby complains of the above referenced Defendant, The Prudential Insurance Company of America (hereinafter referred to as “Prudential”), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

II. VENUE:

2. Venue is proper in this jurisdiction as all actions and occurrences which give rise to the instant action occurred within the jurisdictional boundaries of this Honorable Court. Specifically, under the ERISA statute, venue is proper “in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found.” 29 U.S.C. §1132(e)(2): the Defendant administered the plan and made the determination to deny the Plaintiff’s benefits through its Disability Management Services office located in Philadelphia, PA.

III. FACTS:

3. The Plaintiff, Najiba Hafezzada, is an adult and competent individual with a physical address of 15723 Mansel Avenue, Apt. 4, Lawndale, CA 90260

4. The Defendant, Prudential, under information and belief, is a business entity with a business address of 1936 Cottman Avenue, Philadelphia, PA 19111, but with an office designated for disability management services located in Philadelphia, PA as evidenced by the attached denial, which is marked as Exhibit “A.”

5. Prudential is a business entity which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, Prudential issued a policy providing disability insurance benefits the Plaintiff through the her employer.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of her under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by Prudential to the Plaintiff's employer.

11. On a date certain, the Plaintiff filed an application for long term disability benefits with Prudential when she ceased working she received benefits until January 29, 2021.

12. The Plaintiff filed an administrative appeal and submitted additional medical records and opinions of her treating doctors in support of his claim.

13. By correspondence dated June 28, 2022, Prudential denied the Plaintiff's administrative appeal and informed her of her right to bring a civil action disputing the adverse benefit decision.

14. Prudential acted arbitrarily, capriciously and in a manner serving only its own business interest when it denied the Plaintiff's claim for disability benefits.

15. The actions of Prudential in denying the Plaintiff's claim for disability

insurance benefits was arbitrary, capricious and was not made in good faith and made in violation of 29 U.S.C. §1001, et seq.

16. The actions of Prudential in denying the Plaintiff's claim for disability insurance benefits are contrary to the language of the policy in question.

17. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that she meets the definition of disability under the policy of insurance.

18. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

19. As a direct and proximate result of the actions of Prudential as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

20. As a direct and proximate result of the actions of Prudential, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from January 29, 2021 and continuing into the future.

WHEREFORE, the Plaintiff, Najiba Hafezzada, respectfully requests that judgment be entered against Prudential as follows:

1. Ordering Prudential to pay to the Plaintiff, Najiba Hafezzada, all long term disability insurance benefits due and owing to her from January

- 29, 2021 and continuing into the future;
2. Awarding the Plaintiff, Najiba Hafezzada, prejudgment interest on the award until the date of judgment;
 3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
 4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:



Michael J. Parker
PA Bar ID. No.: 93024

Pond, Lehocky, Giordano, LLP
One Commerce Square
2005 Market Street
18th Floor
Philadelphia, PA 19103
(215)568-7500

ATTN: CHRIS



Prudential

Charmaine Cadette
Sr. Appeals Analyst

The Prudential Insurance Company of America
Disability Management Services
PO Box 13480
Philadelphia, PA 19176

Phone: (800) 842-1718 Ext: 85522
Fax: (877) 889-4885
Website: www.prudential.com/mybenefits
Web Access Code: 32243

June 28, 2022

Najiba Hafezzada
15723 Mansel Ave
Apt 4
Lawndale, CA 90260

Claim No.: 12487025
Claimant: Najiba Hafezzada
Plan No.: 32243
Plan Name: Macy's, Inc.

Dear Najiba Hafezzada:

We have completed our review of your second request for reconsideration of our decision to terminate your claim for Long Term Disability (LTD) benefits under the Group Policy No. 32243 issued to Macy's, Inc.

We have again upheld our decision to terminate your claim for LTD benefits effective January 29, 2021. This letter outlines the reasons for this determination.

To be eligible for LTD benefits, you must meet all of the terms of the LTD Policy including the definition of disability as defined in the attached LTD Policy Provisions.

Claim History

Your claim states that you discontinued working as a Sales Associate on August 2, 2018, due to anxiety and depression. Co-morbid conditions include lumbar radiculopathy, bilateral knee tendonitis and cervical radiculopathy.

According to the terms of your employer's group policy, your LTD claim was first reviewed using the *regular occupation* definition of disability. Your claim was approved, with benefits effective from January 29, 2019 through January 28, 2021. Approval was based on our determination that you were unable to perform your *regular occupation* as a Sales Associate.

Regular occupation means the occupation you were routinely performing when your disability began. Prudential will look at your occupation as it is normally performed, rather than how the work tasks are performed for a specific employer or at a specific location.

As required by your employer's group policy, after 24 months of LTD benefits, your claim was reviewed using the *gainful occupation* definition of disability as outlined above.

Your claim for LTD benefits was terminated because we determined that the medical information in file did not support impairment that would prevent you from performing the duties of any gainful occupation. A complete explanation of that decision can be found in our letter dated August 24, 2020.

Ex A.

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5